

JUDGE MARRERO

08 CV 03123

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

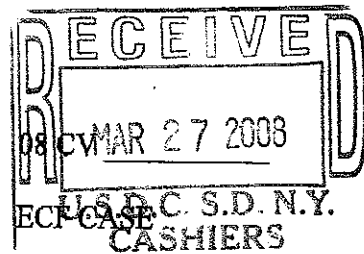
TIANJIN ZHENHUA INTERNATIONAL LOGISTICS  
TRANS CO. LTD.,

Plaintiff,

- against -

EURASIAN SUPPLY GROUP LIMITED  
a/k/a EURASIAN SUPPLY GROUP,

Defendant.



**VERIFIED COMPLAINT**

Plaintiff, TIANJIN ZHENHUA INTERNATIONAL LOGISTICS TRANS CO. LTD.,  
(hereafter referred to as "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon,  
LLC, as and for its Verified Complaint against the Defendant, EURASIAN SUPPLY GROUP  
LIMITED a/k/a EURASIAN SUPPLY GROUP ("Defendant"), alleges, upon information and  
belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the  
Federal Rules of Civil Procedure and 28 United States Code § 1333. This matter also arises  
under the Court's federal question jurisdiction within the meaning of 28 United States § 1331  
and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards  
(9 U.S.C. § 201 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

2. At all times material to this action, Plaintiff was, and still is, a foreign corporation,  
or other business entity, organized under, and existing by virtue of laws of the People's Republic  
of China.

3. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of the Special Administrative Region of Hong Kong in the People's Republic of China.

### COUNT I

4-6. Paragraphs One through Three are hereby incorporated as Paragraphs Four through Six and made part hereof as if fully set forth at length herein.

7. At all material times to this dispute, Plaintiff was the disponent owner of the Vessel "HAINA A."

8. Pursuant to a charter party dated September 6, 2007 ("September 6<sup>th</sup> Charter Party") Plaintiff chartered the "HANIA A" to Defendant for the transport of cargo from Xingang, China to Turkey. *See September 6<sup>th</sup> Charter Party annexed hereto as Exhibit "1."*

9. In accordance with the September 6<sup>th</sup> Charter Party, the "HAINA A" arrived at the designated discharge port on November 25, 2007.

10. However, the cargo receivers at the discharge port refused to discharge the goods due to some alleged issues regarding the quality of the cargo.

11. After some negotiation, the cargo was ultimately discharged on November 30, 2007.

12. As a result of the above, the ship remained on detention for four days, five hours and thirty minutes.

13. The September 6<sup>th</sup> Charter Party provides the following: "DETENTION TO BE PAID BY CHARTS LATEST WIN 15 DAYS..."

14. However, despite due demand, Defendant has failed to pay the detention due and owing to Plaintiff under the September 6<sup>th</sup> Charter Party.

15. As a result of Defendant's failure to pay detention in breach of the September 6<sup>th</sup> Charter Party, Plaintiff suffered damages in the approximate amount of \$148,505.00, exclusive of interest, arbitration costs and attorneys fees. *See invoice annexed hereto as Exhibit "2."*

16. In accordance with the September 6<sup>th</sup> Charter Party, disputes between the parties are to be submitted to arbitration in Hong Kong with English law to apply.

17. Plaintiff will commence arbitration after the commencement of this action and jurisdiction is obtained over Defendant.

18. This action is brought in order to obtain jurisdiction over Defendant and also to obtain security for Plaintiff's claims and in aid of arbitration proceedings.

19. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

A.	Principal claim –	\$148,505.00
B.	Estimated interest on claim - 3 years at 6% compounded quarterly:	\$ 29,050.28
C.	Estimated arbitration costs:	\$ 30,000.00
D.	Estimated attorneys' fees and expenses:	\$ 55,000.00
<b>Total:</b>		<b>\$262,555.28</b>

## COUNT II

20-22. Paragraphs One through Three are hereby incorporated as Paragraphs Twenty through Twenty-Two and made part hereof as if fully set forth at length herein.

23. Pursuant to a charter party dated September 10, 2007 ("September 10<sup>th</sup> Charter Party") Plaintiff agreed to charter another vessel to Defendant for the transport of cargo from Xingang, China to Turkey. *See September 10<sup>th</sup> Charter Party annexed hereto as Exhibit "3."*

24. However, disputes soon arose between the parties regarding Defendant's failure to load the cargo on the vessel in breach of the September 10<sup>th</sup> Charter Party.

25. Particularly, Defendant claimed that due to a problem with the original shipper, it was unable to load the cargo on board the vessel, and the charter/shipment did not take place.

26. As a result of Defendant's failure to load the cargo in breach of the September 10<sup>th</sup> Charter Party, Plaintiff suffered damages in the approximate amount of \$93,100.00, exclusive of interest, arbitration costs and attorneys fees. *See invoice annexed hereto as Exhibit "4."*

27. Clause 18 of the September 10<sup>th</sup> Charter Party provides the following:  
"DEADFREIGHT IS CASE OF SHOR/CANCEL SHIPMENT CAUSED BY THE CHRS  
REASON SHOULD BE PAID TO THE OWNERS."

28. Despite due demand, Defendant has failed to pay for the damages caused by the cancelled shipment which are due and owing to Plaintiff under the September 10<sup>th</sup> Charter Party.

29. In accordance with the September 10<sup>th</sup> Charter Party, disputes between the parties are to be submitted to arbitration in Hong Kong with English law to apply.

30. Plaintiff will commence arbitration after the commencement of this action and jurisdiction is obtained over Defendant.

31. This action is brought in order to obtain jurisdiction over Defendant and also to obtain security for Plaintiff's claims and in aid of arbitration proceedings.

32. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

A.	Principal claim –	\$ 93,100.00
C.	Estimated interest on claim - 3 years at 6% compounded quarterly:	\$ 18,212.05
C.	Estimated arbitration costs:	\$ 20,000.00
D.	Estimated attorneys' fees and expenses:	\$ 30,000.00
	<b>Total:</b>	<b>\$161,312.05</b>

**AS AND FOR BOTH COUNTS**

33. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

34. The Plaintiff seeks an order from this Court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any assets of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant and to secure the Plaintiff's claim as described above.

**WHEREFORE**, Plaintiff prays:

- A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint failing which default judgment be entered against it;
- B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of \$423,867.33 belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishees to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;
- C. That the Court retain jurisdiction to compel the Defendant to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;
- D. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;
- E. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court;

F. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

G. That in the alternative, the Court enter judgment against Defendant on the claims set forth herein.

H. That the Plaintiff has such other, further and different relief as the Court may deem just and proper.

Dated: March 27, 2008  
New York, NY

The Plaintiff,  
TIANJIN ZHENHUA INTERNATIONAL LOGISTICS  
TRANS CO. LTD.

By: 

Patrick F. Lennon  
Nancy R. Peterson  
LENNON, MURPHY & LENNON, LLC  
420 Lexington Avenue, Suite 300  
New York, NY 10170  
(212) 490-6050 - phone  
(212) 490-6070 - facsimile  
[pfl@lenmur.com](mailto:pfl@lenmur.com)  
[nrp@lenmur.com](mailto:nrp@lenmur.com)

**ATTORNEY'S VERIFICATION**

State of Connecticut )  
 ) ss.: Town of Southport  
County of Fairfield )

1. My name is Nancy R. Peterson.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am ~~a partner~~ <sup>an</sup> ~~associate~~ in the firm of Lennon, Murphy & Lennon, LLC attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: March 27, 2008  
Southport, CT

Nancy R. Peterson



**EXHIBIT 1**

17 Sep 07 15:58

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## FIXTURE NOTE

IT IS SEP 06, 2007 THAT THE FOLLOWING PARTIES HAVE MUTUALLY AGREED TO EMPLOY FOLLOWING VESSEL TO PERFORM CARRIAGE OF FOLLOWING CARGO ON FOLLOWING TERMS AND CONDITIONS.

OWNER: TIANJIN ZHENHUA INTERNATIONAL LOGISTICS TRANS CO., LTD  
CHRS: EURASIAN SUPPLY GROUP LIMITED

1. Vessel: M/V HAINA A OR SUB  
PANAMA FLAG, SDSC, 36784 DWT ON 11.084M, SUMMER 37769 DWT ON 11.294M  
TROPICAL 36754 DWT ON 10.834M WINTER  
BLT 1977 CLASS: IMO: 7523887  
GRT 21910 / NRT 12511 SUEZ GRT / NRT 22727, 17719330 KG  
LOA 180.00M / BEAM 28.40M / BP 176.00 M, DEPTH MOULDED 15.60 M  
GRAIN 49930 BALES 46142 CBM  
5 HOLD 3 HA, TPC 40.3T FULLY LADEN / SUMMER DRAFT  
GEAR: CRANES 5 X 10MT  
FULL P&I CLUB COVERED  
ADA

2. CARGO: WIRE ROD 500TONS - 1/2 IN MOLOCO  
(COGD DIMENSION: DIAMETER 1.2M, HIGH 1M, 2.4TONS PER PACKAGE)  
AS PART OF LAYDOWN OPTION  
OWNER OPTION TO LOAD OTHER CGO ON TOP OF THEM SUB TO CGO SAFETY  
3. LOADPORT: TOSPB AAAA, OVRB BERTH SHANGHAI CHINA  
4. DISPORT: TOSPB AAAA, OVRB BERTH DELISKELIS, TURKEY  
5. LAYCAN: SEP 25, 2007 - OCT 05, 2007  
6. FREIGHT RATE: USD 22/MT ON FIOST L/S/D BASIS  
7. FULL FRT TO BE RECEIVED AS PER OWNERS INSTRUCTIONS W/ 3 (THREE) BDYS AFTER COMPLETION OF LOADING AND BEFORE SIGNING GENCON BSL MARKED FRT PAYABLE AS PER CHARTER PARTY  
8. FULL FRT IS DEEMED EARNED AS CGO IS LDD ON BOARD NON RETURNABLE WHETHER VOL AND/OR CGO LOST OR NOT LOST  
9. IF MATE'S RECEIPTS MARKED, OWNERS AGREE TO SIGN AND RELEASE "CLEAN ON BOARD" BILLS OF LADING AGAINST CHRTS SHIPPERS SIGNING A LETTER OF INDEMNITY IN OWNERS P&I CLUB WORDING ON CHRTS SHIPPER LETTERHEAD  
MASTER HAS RIGHT TO REJECT HEAVILY DAMAGED CGO  
10. COG BOTH ENDS  
11. DETENTION TO BE PAID BY CHARTS  
DETENTION TO BE PAID BY CHARTS LATEST W/IN 15 (FIFTEEN) DAYS AFTER RCVG SUPPORTING DGS SUCH AS SQP AND OWS INVOICE OF DETENTION.  
12. OWNER'S AGENT BENDS  
13. BEFORE LOADING COMMENCES, OWNER/MASTER SHOULD MAKE THE VESSEL'S HOLD TO BE CLEANED, DRIED AND IN EVERY RESPECT READY TO LOAD THE A/M CARGO.  
14. VESSEL SHALL AT ALL TIMES BE IN POSSESSION OF ALL REQUIRED CERTIFICATES, WHICH MUST BE VALID AND UP-TO-DATE AND ON BOARD THE VESSEL  
15. SHORE CRANE CHARGE EFFECTED BY BREAKDOWN OF VESSEL'S GEAR, WINCHES AND/OR MOTIVE POWER SHALL BE FOR OWNERS ACCOUNT.

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16. TAXES/DUES ON CARGO TBE CHTRS'S ACCOUNT. TAXES/DUES ON VESSEL/FREIGHT OWNERSHIP/CREW TBE OWNERS ACCOUNT.  
DUE TO PRT WILL BE REMITTED THRU LOA/PORT AGENT FREE OF CHARGE TO OWS. THERE IS NO CHINESE ERT TAX APPLICABLE.
17. ANY CAP BASING ON MAX 25 YEARS VSL AGE IS ON CHRS ACCOUNT.
18. DEADFREIGHT IN CASE OF SHOW/CANCEL SHIPMENT GAUSED BY CHRS REASON SHOULD BE PAID TO OWNERS.
19. DOCKSIDE TALLY ON CHARTERERS ACCOUNT. SHIPSIDE TALLY ON OWNERS ACCOUNT.
20. AND IF ANY TO BE SETTLED IN HK UNDER ENG LAW.
21. BIMCO ISPS CLAUSE TO BE APPLIED.
22. ALL OTHER TERMS AND CONDITIONS AS PER GENCON CP 94 THE TERMS OF WHICH ARE DEEMED FULLY INCORPORATED HEREIN. THESE TERMS TO PREVAIL IN THE EVENT OF CONFLICT.
23. NOT TO BE TENDERED WWWV BY TLX/FAX/VIF/EMAIL AT DONSHINC SENDS
- END

FOR AND ON BEHALF OF CHTRS

EURASIAN SUPPLY GROUP LIMITED

For and on behalf of  
EURASIAN SUPPLY GROUP LIMITED

FOR AND ON BEHALF OF OWNERS

TIANZHONGHUA INTERNATIONAL  
LOGISTICS COMPANY LIMITED

**EXHIBIT 2**





ZHENHUA LOGISTICS GROUP CO., LTD.

http://www.zh-logistics.com  
 No. 22 Jiefang Road,  
 Shanghai Pudong District, 200001 China  
 Tel: 86-21-25111100 Fax: 86-21-25112200

## DEBIT NOTE

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TO: KUNSHAN SUPPLY GROUP LIMITED		Tel:		No. ZHTJ001101274	
		Fax:		Date: 2007-12-26	
Via: HANYA A. QIKEN		Mr. Lina		Course: A家次	
FROM: ZHANGJIANG SHEN CO., LTD.		MDL: 20080010 HB1		Contract No. BELE07110034	
		TO:		ETC/ETA: 2007-10-10	
		Comments: TO THE ORDER OF ANADOLUENK A.S. ZEMIT BURSA		Appl. Party:	
Main and Subcontract No.		No. of pages	Kind of Packages Description of Goods		Goods Weight
DETENTION TIME (DAYS) SHRS					Measurement
DETENTION CHARGE USD					
DETENTION TIME					
Total Number of Containers or other Packages & Units 2 in each					
Vessel No.		REMARK			

DESCRIPTION	AMOUNT
* DETENTION	
DETENTION CHARGE	1* 148505.00 / 90.0P USD 148505
	Rev Total: USD 148505
* DIFFERENCE	USD 148505
* FREIGHT SURGE	( 155.005 / 1.006 / USD 148505.00 USD 148505
* SURETY FEE TO	TOTAL: USD 148505

E.O. 1. 1. 1. 1. 1. 1.

PLEASE REMIT TO THE FOLLOWING ACCOUNT

中国银行股份有限公司  
 ZHENHUA LOGISTICS GROUP CO., LTD.  
 BANK OF CHINA TIANJIN BINHAI BRANCH  
 CSD A/C NO: 050888008000014  
 RMB A/C NO: 050888008001001

For and on behalf of

ZHENHUA LOGISTICS GROUP CO., LTD.

Authorized Signature

**EXHIBIT 3**

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TO: LINA

## FIXTURE NOTE

IT IS SEP 10, 2007 THAT THE FOLLOWING PARTIES HAVE MUTUALLY AGREED TO EMPLOY FOLLOWING VESSEL TO PERFORM CARRIAGE OF FOLLOWING CARGO ON FOLLOWING TERMS AND CONDITIONS

OWNER: TIANJIN JHENHUA INTERNATIONAL LOGISTICS TRANS CO., LTD.  
CHRS: EURASIAN SUPPLY GROUP LIMITED

1. Vessel M/V HAINA A OR SUB  
PANAMA FLAG ,SDBC, 36764 DWT ON 11.064M ,SUMMER 37789 DWT ON 11.294M  
TROPICAL 35754 DWT ON 10.834M WINTER,  
BLT 1977 CLASS IMB ,IMO 7528867  
GRT 21910/ NRT 12541 ,SUEZ GRT / NRT 22727.17/19330.93  
LOA 188.00M /BEAM 28.40M/LBP 178.00 M, DEPTH MOULDED 15.60 M  
GRAIN 46930/BALE 46142 CBM  
5 HO / 5 HA ,TPC 44.37 FULLY LADEN/SUMMER DRAFT  
GEAR: CRANES 5 X 10MT  
FULL P/I CLUB COVERED  
ADA
2. CARGO: MANHOLE COVER 950tons +-5% MOLCO  
- AS PARTCOG AT OWS OPTION  
- OWNR OPTION TO LOAD OTHER CGO ON TOP OF THEM SUB TO CGO SAFETY.
3. LOADPORT: 1 GSPB AAAA, OWRS BERTH,XINGANG, CHINA.
4. DISPORT: 1 GSPB AAAA, OWRS BERTH, DELISKELIS , TURKEY
5. LAY/CAN. SEP 20, 2007 - SEP 30, 2007
6. FREIGHT RATE: USD98PMT ON FIOT L/S/D BASIS
7. FULL FRT TO BE REMITTED AS PER OWNERS INSTRUCTIONS W/I 3(THREE) BOYS AFTER COMPLETION OF LOADING AND BEFORE SIGNING GENCON BSL MARKED "FRT PAYABLE AS PER CHARTER PARTY"
8. FULL FRT IS DEEMED EARNED AS CGO IS LDD ON BOARD NON RETURNABLE WHETHER VSL AND/OR CGO LOST OR NOT LOST
9. IF MATE'S RECIEPTS MARKED, OWNERS AGREE TO SIGN AND RELEASE "CLEAN ON BOARD" BILLS OF LADING AGAINST CHRTS/SHIPPERS SIGNING A LETTER OF INDEMNITY IN OWNERS P&I CLUB WORDING ON CHRTS/SHIPPER LETTERHEAD  
MASTER HAS RIGHT TO REJECT HEAVILY DAMAGED CGO
10. CQD BOTH ENDS  
CQD IS CUSTOMARY QUICK DESPATCH AS PER CUSTOM OF THE PORT.  
TO AVOID DIFFERENCES IN INTERPRETION OF CQD,  
OWS APPLY THE FOLLOWING TERMS AS AMPLIFICATION OF "CQD"  
-THE RATE OF LOADING CARGO IS AS PER CUSTOM OF THE PORT  
-IT IS SHIPPERS RECEIVERS RESPONSIBILITY TO ENSURE CARGO IS AVAILABLE CONTINUALLY TO BE UNDER HOOK TO BE LOADED/RECEIVED FM UNDER SHIPPL HOOK.  
-TERMS BEING "FREE IN" IT IS SHIPPERS RESPONSIBILITY TO PAY STEVEDORING EXPENSES/CHARGES ON CARGO.  
-DETENTION ARISES FOR CHRS ACCOUNT:  
A.IF CARGO IS NOT AVAILABLE OR ONLY PARTIALLY AVAILABLE TO BE LOADED  
B.IF CARGO CLEARANCES A/O DOCUMENTS ARE MISSING OR LATE AND IF VESSEL IS


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C. IF BY VIRTUE OF ANY OF THE ABOVE VESSEL HAS TO SHIFT TO ANCHORAGE  
 D. IF TRUCKS ARE NOT AVAILABLE TO RECEIVE CARGO WHEN 'DIRECT DELIVERY'  
 DETENTION IF ANY TO BE COUNTED FROM NOR TENDERED TO GET READY OF  
 CARGOS/DOCS/CUSTOM CLEARANCE  
 11. DETENTION: USD35,000 PDPR  
 DETENTION TO BE PAID BY CHARTERS LATEST WITHIN 15 (FIFTEEN) DAYS AFTER RCVG SUPPORTING  
 DOCS SUCH AS SOF AND OWS INVOICE OF DETENTION.  
 12. OWNER'S AGENT BENDS  
 13. BEFORE LOADING COMMENCES OWNER/MASTER SHOULD MAKE THE VESSEL'S HOLD TO  
 BE CLEANED/DRIED AND IN EVERY RESPECT READY TO LOAD THE A/M CARGO.  
 14. VESSEL SHALL AT ALL TIMES BE IN POSSESSION OF ALL REQUIRED CERTIFICATES,  
 WHICH MUST BE VALID AND UP-TO-DATE AND ON BOARD THE VESSEL.  
 15. SHIP'S CRANES CAN BE FREE USED BY CHTRS, IF VESSEL'S GEARS BREAK DOWN;  
 SHORE CRANES TO BE ARRANGED BY CHTRS ON CHTRS' ACCOUNT.  
 16. TAXES/DUES ON CARGO TBF CHTR'S ACCOUNT, TAXES/DUES ON VESSEL/FREIGHT  
 /OWNERSHIP/CREW TBF OWNER'S ACCOUNT.  
 DUE TO FRT WILL BE REMITTED THRU LOADPORT AGENT FREE OF CHARGE TO OWS, THERE IS  
 NO CHINESE FRT TAX APPLICABLE.  
 17. ANY OAP BASING ON MAX 25YEARS VSL AGE IS ON CHRS ACCOUNT.  
 18. DEADFREIGHT IN CASE OF SHOR/CANCEL SHIPMENT CAUSED BY CHRS REASON SHOULD  
 BE PAID TO OWNERS.  
 19. DOCKSIDE TALLY ON CHARTERERS ACCOUNT, SHIPSIDE TALLY ON OWNERS ACCOUNT.  
 20. ARB IF ANY TO BE SETTLED IN HK UNDER ENGLAW  
 21. BIMCO ISPS CLAUSE TO BE APPLIED.  
 22. ALL OTHER TERMS AND CONDITIONS AS PER GENCON CP 94, THE TERMS OF WHICH ARE  
 DEEMED FULLY INCORPORATED HEREIN. THESE TERMS TO PREVAIL IN THE EVENT OF  
 CONFLICT.  
 23. NOR TO BE TENDERED WWWV BY TLX/FAX/MHF/EMAIL AT DONSHING BENDS  
 =END=

FOR AND ON BEHALF OF CHTRS  
 EURASIAN SUPPLY GROUP LIMITED

For and on behalf of  
 EURASIAN SUPPLY GROUP LIMITED

  
 Authorized Signature:

FOR AND ON BEHALF OF OWNERS





**EXHIBIT 4**



ZHENHUA LOGISTICS GROUP CO.,LTD.

http://www.zh-logistics.com  
 No.159 Jingmen Road,  
 Xingang Port, Tianjin, 300481 China  
 Tel:86-22-25752188 Fax:86-22-25752288

## DEBIT NOTE

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To: Eurasian Supply Group Limited		Tel:	No.:	ZHTTID08021014	
		Fax:	Date:	2008-02-28	
		Attn: MS. LINA	Operator:	苏家欢	
Vessel/Voyage	HAIMA A 018N	MB/L	HB/L	Our Job No	BULK07110034
FROM		TO	ETD/ETA	2007-10-18	
Shipper	Consignee			Notify Party	
Marks and Numbers/Container No.		No. of pkgs.	Kind of Packages/Description of Goods		Measurement
TIME TODAYS					
Total number of Containers or other Packages or Units (in words)					
Your Job No		REMARK			

DESCRIPTION	AMOUNT
* REVENUES	
DEADFREIGHT 1 * 93100.00 /NO NO	USD 93100
Rev Total:	USD 93100
* DIFFERENCE	USD 93100
* PROFIT SHARE ( 100.00% / .00% ) USD 93100/0	USD 93100
* BALANCE DUE TO	TOTAL: USD 93100

E.O.E. 有錯當查

PLEASE REMIT TO THE FOLLOWING ACCOUNT:  
 請匯款到下列帳戶，並請附寄提示發票號碼 (D/N NO.)  
 ZHENHUA LOGISTICS GROUP CO.,LTD.  
 BANK OF CHINA TIANJIN BINHAI BRANCH  
 USD A/C NO:05988908093014  
 RMB A/C NO:05988908091001

For and on behalf of

ZHENHUA LOGISTICS GROUP CO.,LTD.